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November 2, 2006

Affinity Club Network, LLC
 750 South Rt. 73
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VIA FEDERAL EXPRESS

Affinity Club Network, LLC
 Attn: Ravi Kothare
 1500 JFK Boulevard, Suite 200
 Philadelphia, PA 19102

Re: Violations of License Agreement and Unlawful Use of Players Rights

Gentlemen:

We are licensing enforcement counsel for the Major League Baseball Players Association (“MLBPA”). The MLBPA is the exclusive group licensor for the publicity rights of active Major League baseball players who are members of the MLBPA. The MLBPA thus controls the right to use, license and sublicense the players’ names, numbers, nicknames, likenesses, signatures, playing records and/or biographical data (“Player Rights”) in commercial settings. The MLBPA also owns and controls the registered trademark, PLAYERS CHOICE.

On November 15, 2004, Affinity Club Network, LLC (“ACN”) entered into a license agreement (“License Agreement”) with the MLBPA whereby the MLBPA gave ACN a license to operate “player membership clubs” utilizing the PLAYERS CHOICE mark, as well as other Player Rights to provide benefits for ACN network members.

On or about October 23, 2006, the MLBPA notified ACN that its license agreement with the MLBPA had been terminated for ACN’s failure to make timely payments within a 12-month period. In the termination letter, the MLBPA advised ACN of certain post-termination obligations, including (1) payment of the remainder of the 2006 minimum royalty guarantee; (2) discontinuation of all use of licensed rights and trademarks; and (3) forwarding an electronic file and printed copy of the licensee’s membership database.

As of today’s date, you have failed to comply with your post-termination obligations pursuant to the License Agreement. Indeed, the MLBPA has not received any payment from ACN since termination, both of ACN’s websites (www.playerschoiceclub.com and www.playerschoiceclubgold.com) remain active; and you failed to forward the membership database to the MLBPAs.

In addition to these clear violations of the License Agreement, on October 25, 2006, you sent an e-mail notification to your current members that utilized the PLAYERS CHOICE mark and indicated that member benefits would continue until December 31, 2006. The indication that

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membership benefits will run through the end of the year is contrary to the immediate termination provisions in the License Agreement. Further, your e-mail suggests that new club(s) in 2007 will continue to utilize Player Rights, which is also contrary to the post-termination provisions and ACN's acknowledgement of MLBPA rights contained in the License Agreement. Finally, the unauthorized use of the PLAYERS CHOICE mark violates the terms of the License Agreement and also violates federal law, including the Lanham Act, and is thus actionable under state common law and unfair competition statutes.

We further understand that you have continued to use the Player Rights in the operation of your company subsequent to your termination, and that you are doing so in a commercial nature. Your use of the Player Rights is no longer licensed by the MLBPA and therefore violates the players' right to control the commercial use of their names and identities and infringe the MLBPA's exclusive group licensing rights.

On behalf of the Major League Baseball Players Association, we hereby demand that you *immediately* cease and desist: (1) use of the PLAYERS CHOICE mark or any similar marks in your corporate matters, websites, or in any other manner; (2) all operation, sales, distribution, marketing and advertising activity which utilizes Player Rights without authority from the MLBPA; and (3) fulfill your post-termination obligation pursuant to the License Agreement. Unless you comply with these demands and cease the offending activities immediately, we have been authorized by the MLBPA to take all necessary legal action to enforce the MLBPA's Player Rights and to enjoin you from further unlawful acts.

Please confirm your receipt of this letter and your agreement to cease and desist within three (3) business days. If we do not hear from you on or before November 7, 2006, we will plan to move forward in seeking all legal remedies against your infringement, including such action as may be warranted against individuals responsible for fraudulent misrepresentations to the MLBPA.

Very truly yours,


RUSSELL S. JONES, JR.

cc: S.F. Advisors, LLC, c/o John Larocca, 10 East Glenside Avenue, Glenside, PA 19038
Judy Heeter, Esq., MLBPA Director of Business Affairs and Licensing